

LINE OF CREDIT AND SECURITY AGREEMENT

THIS AGREEMENT is between CHP Capital Inc. (the "Lender") and LUXXFOLIO Network Inc. (the "Borrower"), both of which are companies incorporated under the laws of the Province of British Columbia, Canada.

WHEREAS, THE LENDER desires to provide to the Borrower, and the Borrower desires to obtain from the Lender, a line of credit with a maximum loan amount of \$500,000.00 (the "Line of Credit"), on the terms and conditions set out in this Agreement.

IN CONSIDERATION of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Effective Date

This Agreement is made effective as of July 29, 2019.

The Line of Credit

The Lender agrees to make disbursements under the Line of Credit and the Borrower may draw upon and borrow from it upon the terms and conditions in this Agreement.

The amounts drawn and borrowed on the Line of Credit shall not exceed in the aggregate, at any one time outstanding, \$500,000.00 (the "Commitment Amount").

The Line of Credit shall be a revolving line of credit, against which disbursements may be made to the Borrower, repaid by the Borrower and additional disbursements made to the Borrower, subject to the limitations contained in this Agreement; provided, that the Lender shall have no obligation to make any disbursement if:

- (a) that would cause the outstanding principal balance of the Line of Credit plus all accrued unpaid interest and any Late Charges to exceed the Commitment Amount; or
- (b) there is an Event of Default or a Default (as defined below); or
- (c) The Lender in its sole discretion views the probability of repayment is at risk.

The Line of Credit shall bear interest on the outstanding principal balance at an annual rate of 9.0%, which interest shall be payable monthly, on the last day of each month (the "Payment Day"). If a Payment Day occurs on a Saturday, Sunday, or a statutory holiday in the province of British Columbia, then payment will be made on the business day that immediately follows such Payment Day. The first Payment Day will be September 03, 2019. If not sooner paid, all outstanding principal, accrued but unpaid interest and other outstanding sums due under this Agreement shall be paid in full on July 29, 2021 (the "Maturity Date").

All payments under this Agreement shall be made in lawful money of Canada.

Advances

Advances under the Line of Credit will be made by the Lender within 5 business days after receiving from the Borrower written notice of the amount of advance and intended use of proceeds, accompanied by the certification by the Borrower that:

- (a) neither a Default nor an Event of Default exists,
- (b) use of proceeds are for the purpose of research and development or for other uses approved by the Lender in its sole discretion;
- (c) that the outstanding principal balance of the Line of Credit after the requested advance, plus all accrued but unpaid interest will not exceed the Commitment Amount.

The aggregate amount of advances made in any one month will not exceed \$50,000.00.

Collateral

In consideration of the Line of Credit, the Borrower hereby grants to the Lender a security interest in, and assigns and pledges to the Lender, all of Borrower's present and after-acquired personal property, including, without limiting the generality of the foregoing, all proceeds and personal property in any form derived directly or indirectly from such personal property (the "Collateral"), to secure the payment, performance and observance of all indebtedness, obligations and liabilities of the Borrower to the Lender under this Agreement.

To secure the Collateral, the Borrower will execute a General Security Agreement substantially in the same form as Exhibit A, or such other form mutually agreed to by the parties. The Borrower acknowledges that the Lender's security interest in the Collateral will be registered with the British Columbia Personal Property Security Registry and the Borrower agrees to do what is necessary to facilitate such registration.

Default

The occurrence of any of the following events shall constitute an "Event of Default":

- (a) The failure to pay any interest due and owing to the Lender under the Line of Credit and such failure continues for 5 days or longer from the due date.
- (b) The breach by the Borrower of any covenant, obligation, representation, or warranty contained in this Agreement;
- (c) the Borrower:
 - i. admits in writing its inability to pay its debts as they become due;
 - ii. files for bankruptcy;
 - iii. makes an assignment for the benefit of its creditors;
 - iv. is adjudged a bankrupt or insolvent; or
- (d) the Borrower, without prior written consent of the Lender, is merged or consolidated with another entity, or sells, transfers or otherwise disposes of substantially all its assets to another person or entity other than in the ordinary course of business; or

- (e) there is a change of control in either the management, which includes a change of persons who constitute a majority of the board of directors, of the Borrower or ownership of 50% or more of the issued and outstanding securities of the Borrower.

Upon occurrence of an Event of Default, the Lender shall notify the Borrower in writing. If the Event of Default is not cured within 15 business days after the giving of such notice of default, the Borrower shall be deemed to be in default under this Agreement (a "Default").

Default Rate, Late Charges, and Acceleration

Upon Default, the Lender shall have the right to collect interest on the outstanding principal balance, together with accrued but unpaid interest and Late Charges under the Line of Credit at a rate of 18% per annum (the "Default Rate"). In the event any of interest or other sum due in connection with the Line of Credit is not made within 5 days after the due date, the Lender may, at its option, require the payment of a late charge in the amount of 4% of the delinquent sum (the "Late Charge"). In addition to any other remedies which the Lender has hereunder or by law, upon Default, at its option and upon written notice, the Lender may declare the payment of outstanding principal balance and accrued but unpaid interest and any Late Charges under the Line of Credit immediately due and payable.

Time is of the essence in the performance of the Borrower's obligations under this Agreement. Upon the occurrence of a Default, at the option of the Lender:

- (a) the entire outstanding principal balance, all accrued but unpaid interest and/or Late Charges at once shall become due and payable upon written notice to the Borrower,
- (b) the Lender may fully enforce its rights in the Collateral given to secure the repayment of the Line of Credit and the payment of any other charges set out in this Agreement, and
- (c) the Lender may pursue all other rights and remedies available under this Agreement, any instrument securing the repayment of the Line of Credit and other charges, or by law.

Enforcement of Collateral

In addition to any other remedies which the Lender has hereunder or by law, upon Default, the Lender shall have the right to enforce its rights in the Collateral by giving notice of the Default to the Borrower and realize on the Collateral.

Cumulative Remedies

All remedies of the Lender provided for herein are cumulative and shall be in addition to all other rights and remedies provided by law. The exercise of any right or remedy by the Lender hereunder shall not in any way constitute a cure or waiver of default hereunder or invalidate any act done pursuant to any notice of default, or prejudice the Lender in the exercise of any of its rights hereunder unless, in the exercise of its rights, the Lender realizes all amounts owed to it under the Line of Credit.

Repayment and Cancellation of the Line of Credit

The Borrower shall have the right to prepay the Line of Credit, in whole or in part, at any time prior to the Maturity Date (except as expressly provided herein), and from time to time, without premium or penalty, and without the prior consent of the Lender, on the conditions that:

- (a) the Borrower shall concurrently pay all accrued but unpaid interest on the amount of principal outstanding at the time of each prepayment and any Late Charges then due, and
- (b) the Borrower shall provide the Lender with 10 days' prior written notice ("Prepayment Notice") of the amount of the prepayment (the "Repayment Amount"). If the Lender does not receive the stated prepayment within 30 days a Notice of Prepayment, then the Repayment Amount will accrue interest at an annual rate of 18%, instead of 9%, payable monthly along with the monthly payments set out above under "The Line of Credit" and such Notice of Prepayment shall be of no further force or effect.

All payments made on by the Borrower shall be applied first to any collection costs the Lender may have incurred by procuring the Borrower's performance hereunder, then to payment of any Late Charges, then to payment of accrued but unpaid interest, and the remainder of all such payments shall be applied to the reduction of the outstanding principal balance on the Line of Credit.

Representations and Warranties of the Borrower

The Borrower hereby represents and warrants as follows:

- a. The Borrower is a corporation, duly formed and validly in existence and in good standing under the laws of the British Columbia, Canada.
- b. The Borrower has full power and authority to enter into this Agreement and to execute and to carry out the provisions of this Agreement.
- c. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of the Borrower.
- d. The execution, delivery and performance by the Borrower of this Agreement does not require consent, approval, authorization or license of any governmental authority or a third party.

Warranties and Covenants Regarding Collateral

The Borrower expressly warrants and covenants the following:

- (a) except for the security interest granted hereby now or hereafter existing, the Borrower is the owner of the Collateral free from any adverse lien, security interest or encumbrances and the Borrower will defend the Collateral against all claims and demands of all persons at any time claiming the same or interest therein; and
- (b) except as otherwise permitted herein, the Borrower shall not permit or allow any adverse lien, security interest, or encumbrance upon the Collateral now or hereafter existing, and shall not permit the same to be attached.

The Borrower further covenants that, until all of the obligations of the Borrower under this Agreement have been satisfied in full, the Borrower will:

- (a) not enter into any agreement, which is inconsistent with the Borrower's undertakings and covenants under this Agreement or which restrict or impair the Lender's rights hereunder; and
- (b) sign any documentation requested by the Lender which is reasonably necessary or advisable to preserve the Lender's security interest in the Collateral.

Restrictions on Sale or Further Encumbrances

Other than in the ordinary course of business, the Borrower agrees not to sell, assign, exchange, or further encumber the Borrower's rights and interests in the Collateral without prior written consent of the Lender.

Fees, Costs, and Expenses

Any and all fees, costs and expenses, including reasonable legal fees and expenses incurred by the Lender in connection with the enforcement of its rights under this Agreement, including those incurred in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be paid by the Borrower on demand by the Lender and, until paid, shall be added to the amounts due to the Lender under the Line of Credit.

Waiver

No waiver by the Lender of any default shall operate as a waiver of any other default or of the same default on a future occasion.

The acceptance by the Lender of payment of any sum payable hereunder after the due date of such payment shall not be a waiver of the Lender's right to either require prompt payment when due of all other sums payable hereunder or to declare a Default for failure to make prompt payment. The Lender shall at all times have the right to proceed against any portion of the security held herefor in such order and in such manner as the Lender may deem fit, without waiving any rights with respect to any other security.

No delay or omission on the part of the Lender in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Agreement.

Usury

In the event the interest provisions in this Agreement results in an effective rate of interest which exceeds the limit of the usury or any other applicable law, all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied upon the outstanding principal balance of the Line of Credit immediately upon receipt of such moneys by the Lender and any such amount in excess of such outstanding principal balance shall be returned to the Borrower.

Assignment

The terms hereof shall be binding upon and shall enure to the benefit of the parties hereto and their personal representatives, successors and assigns, provided, however, that the Borrower may not assign its rights or delegate its duties and obligations hereunder without the prior written consent of the Lender.

Notices

Any notice required or permitted to be given in this Agreement must be in writing and delivered to the following address for each party. Such notices may be delivered by electronic mail.

To the Lender:
212 - 1080 Mainland Street

To the Borrower:
212 - 1080 Mainland Street

Vancouver, British Columbia
V6B 2T4

Vancouver, British Columbia
V6B 2T4

Amendments

No amendment, modification or termination of any provisions of this Agreement shall in any event be effective unless the same shall be in writing and signed by all parties hereto.

Survival of Representations and Warranties

All agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement and continue in full force and effect until the obligations of the Borrower have been fully paid and satisfied.

Entire Agreement, Severability

This Agreement, together with all Exhibits hereto, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings. In the event that any clause or provision of this Agreement shall be determined to be invalid, illegal or unenforceable, such clause or provision may be severed or modified to the extent necessary, and as severed and/or modified, this Agreement shall remain in full force and effect.

Governing Law, Jurisdiction, and Venue

This Agreement shall be governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein. Any and all disputes arising under this Agreement, whether as to interpretation, performance or otherwise, shall be subject to the exclusive jurisdiction of the courts of the Province of British Columbia and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of such province.

Counterparts

This Agreement may be executed in two or more counterparts and by any electronic means, each of which shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

CHP Capital Inc.

Per:

"signed"

Authorized Signatory

Name: Kelly Klatik
Title: Director

LUXXFOLIO Network Inc.

Per:

"signed"

Authorized Signatory

Name: Dean Linden
Title: Director

EXHIBIT A

GENERAL SECURITY AGREEMENT

Effective Date: July 29, 2019

1. **Grant of Security Interest.** LUXXFOLIO NETWORK INC. ("Debtor"), having its office at 212-1080 Mainland Street, Vancouver, British Columbia, V6B 2T4, as continuing security for the repayment and the performance of each of the Obligations (as defined herein) of Debtor to CHP Capital Inc. ("Secured Party") having an office at 212 - 1080 Mainland Street, Vancouver, British Columbia, V6B 2T4, grants to Secured Party, subject only to paragraph 3, a continuing, specific and fixed mortgage, charge and assignment of, and security interest in , all of Debtor's present and after-acquired personal property , including, without limiting the generality of the foregoing, all proceeds and personal property in any form derived directly or indirectly from any dealing with the Collateral (as defined herein) or any part thereof and all proceeds of proceeds and any part thereof.
2. **Floating Charge.** As continuing security for the repayment and performance of each of the Obligations, Debtor grants a floating charge to Secured Party on all Debtor's interest in personal, real, immovable and leasehold property, both present and future, other than such as are validly and effectively charged under paragraph 1 or excluded under paragraph 3. The floating charge created by this Security Agreement shall become a fixed charge when Secured Party proceeds to enforce payment of the Obligations.
3. **Exclusions.** The security interests, mortgages and charges hereby created shall NOT EXTEND TO ANY CONSUMER GOODS. The last day of any term reserved by any lease now held or hereafter acquired by Debtor is hereby excepted out of the security interests, mortgages and charges created hereby. Debtor shall assign and dispose of the same in such manner as Secured Party may from time to time direct in writing.
4. **Collateral.** The property, assets, rights and undertaking charged hereunder together with all increases, additions, improvements and accessions thereto, and all substitutions or any replacements thereof are herein referred to as the "Collateral".
5. **Defined Terms.** Unless the context otherwise requires or unless otherwise specified, all the terms used herein without initial capitals which are defined in the British Columbia Personal Property Security Act, R.S.B.C. 1996, c. 359 or the regulations thereunder, as they may be amended, restated or replaced by successor legislation of comparable effect (collectively, the "PPSA"), have the same meaning herein as in the PPSA.
6. **Obligations Secured.** The Collateral constitutes and will constitute continuing security for the obligations (collectively, the "Obligations") of Debtor to Secured Party pursuant to the Line of Credit and Security Agreement dated effective July 29, 2019, between the Debtor and the Secured Party (the "Line of Credit Agreement").
7. **Change of Business and Names.** Debtor agrees not to change its places of business or change its name or any name under which it carries on business without giving to Secured Party 20 day's prior written notice of the change.

8. **Disclosure.** Debtor agrees to deliver to Secured Party upon request such information concerning the Collateral, Debtor and Debtor's business and affairs as Secured Party may request.
9. **Proceeds in Trust.** Debtor will and shall be deemed to hold all proceeds in trust, separate and apart from other money, instruments or property, for the benefit of Secured Party until all amounts owing by Debtor to Secured Party have been paid in full.
10. **Collection of Accounts.** Secured Party may, whether before or after default under this Security Agreement, notify and direct any party ("Account Customer") obligated to pay under any account, chattel paper or instrument constituting Collateral to make all payments whatever to Secured Party. Secured Party may hold all amounts acquired from any Account Customers and any proceeds as part of the Collateral. Any payments received by Debtor whether before or after notification to Account Customers, shall be held by Debtor in trust for Secured Party in the same medium in which received, shall not be commingled with any assets of Debtor and shall be turned over to Secured Party not later than the next business day following the day of their receipt.
11. **Default.** Debtor shall be in default under this Security Agreement upon the occurrence of any of the following events ("Events of Default"): Debtor defaults in the payment or performance of any of the Obligations; any person who from time to time guarantees the Obligations or who covenants and agrees to indemnify Secured Party for any loss, costs or damages as a result of Debtor's failure to perform the Obligations (the "Guarantor/Indemnitor"), commits a breach of, or fails to observe or perform, any covenant, representation or warranty in favour of Secured Party; the dissolution, termination of existence, insolvency, bankruptcy or business failure of Debtor or Guarantor/Indemnitor, or upon the appointment of a receiver, receiver-manager or receiver and manager of any part of the property of Debtor or Guarantor/Indemnitor, or the commencement by or against Debtor or Guarantor/Indemnitor of any proceeding under any bankruptcy, arrangement, reorganization, dissolution, liquidation, insolvency or similar law for the relief of or otherwise affecting creditors of Debtor or Guarantor/Indemnitor, or by or against any guarantor or surety for Debtor or Guarantor/Indemnitor, or upon the issue of any writ of execution, warrant, attachment, sequestration, levy, third party demand or garnishment or similar process against Debtor, Guarantor/Indemnitor or any part of the Collateral; the institution by or against Debtor or Guarantor/Indemnitor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor or Guarantor/Indemnitor; Debtor or Guarantor/Indemnitor makes or proposes to make any sale of its assets in bulk; Secured Party in good faith believes the prospect of payment or performance of the Obligations hereunder is impaired.
12. **Secured Party's Remedies on Default.** Upon the occurrence of an Event of Default all of the Obligations shall become immediately due and payable without notice to Debtor, and Secured Party may, at its option, proceed to enforce payment of same and to exercise any or all of the rights and remedies contained herein, including, without limitation, the signification and collection of any debts, accounts, claims or monies owed to Debtor or otherwise afforded by law, in equity or otherwise. The floating charge created by paragraph 2 shall become a fixed charge when Secured Party proceeds to enforce payment of the Obligations. Secured Party shall have the right to enforce one or more remedies successively or concurrently in accordance with applicable law and Secured Party expressly retains all rights and remedies not inconsistent with the provisions herein including all the rights it may have under the PPSA, and, without restricting the generality of the foregoing, Secured Party may upon such Event of Default:

- a) appoint by instrument in writing a receiver, receiver-manager or receiver and manager (herein a "Receiver") of Debtor and of all or any part of the Collateral and remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by Secured Party so far as concerns responsibility for its acts shall be deemed the agent of Debtor and not of Secured Party. Where Secured Party is referred to in this Article the reference includes, where the context permits, any Receiver so appointed and the officers, employees, servants or agents of such Receiver;
- b) immediately and without notice enter Debtor's premises and repossess, disable or remove the Collateral and Debtor hereby grants to Secured Party a licence to occupy any premises of Debtor for the purpose of storage of the Collateral;
- c) retain and administer the Collateral in Secured Party's sole and unfettered discretion, which Debtor hereby acknowledges is commercially reasonable;
- d) dispose of any Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are hereby waived by Debtor. Secured Party may, at its discretion establish the terms of such disposition, including, without limitation, terms and conditions as to credit, upset, reserve bid or price. Secured Party may also lease the Collateral on such terms as it deems appropriate. The payments for Collateral, whether on a disposition or lease, may be deferred. All payments made pursuant to such dispositions shall be credited against the Obligations only as they are actually received. Secured Party may buy in, rescind or vary any contract for the disposition of any Collateral and may dispose of any Collateral again without being answerable for any loss occasioned thereby. Any such disposition may take place whether or not Secured Party has taken possession of the Collateral;
- e) foreclose upon the Collateral in satisfaction of the Obligations. Secured Party may designate any part of the Obligations to be satisfied by the foreclosure of particular Collateral which Secured Party considers to have a net realizable value approximating the amount of the designated part of the Obligations, in which case only the designated part of the Obligations shall be deemed to be satisfied by the foreclosure of the particular Collateral;
- f) carry on or concur in the carrying on of all or any part of the business of Debtor and may, in any event, to the exclusion of all others, including Debtor, enter upon, occupy and use all premises of or occupied or used by Debtor and use any of the personal property (which shall include fixtures) of Debtor for such time and such purposes as Secured Party sees fit. Secured Party shall not be liable to Debtor for any neglect in so doing or in respect of any rent, costs, charges, depreciation or damages in connection therewith;
- g) pay any lien, charge or encumbrance that may exist or be threatened against the Collateral. In any such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the Obligations secured by this Security Agreement;
- h) if the proceeds of realization are insufficient to pay all monetary Obligations, Debtor shall forthwith pay or cause to be paid to Secured Party any deficiency and Secured Party may sue Debtor to collect the amount of such deficiency;

- i) subject to applicable law seize, collect, realize, borrow money on the security of, release to third parties, sell (by way of public or private sale), lease or otherwise deal with the Collateral in such manner, upon such terms and conditions, at such time or times and place or places and for such consideration as may seem to Secured Party advisable and without notice to Debtor; and
 - j) Secured Party may charge on its own behalf and pay to others sums for expenses incurred and for services rendered (expressly including legal services, consulting, receivers and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Collateral and may add such sums to the Obligations secured by this Security Agreement.
13. **Secured Party Not Liable for Failure to Exercise Remedies.** Secured Party shall not be liable or accountable for any failure to exercise any of its remedies.
14. **Allocation of Proceeds.** All monies collected or received by Secured Party in respect of the Collateral may be held by Secured Party and may be applied on account of such parts of the Obligations at the sole discretion of Secured Party.
15. **Extension of Time.** Secured Party may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Collateral to third parties and otherwise deal with Debtor's guarantors or sureties and others and with the Collateral and other securities as Secured Party may see fit without prejudice to the Obligations, or Secured Party's rights, remedies and powers under this Security Agreement. No extension of time, forbearance, indulgence or other accommodation now, heretofore or hereafter given by Secured Party to Debtor shall operate as a waiver, alteration or amendment of the rights of Secured Party or otherwise preclude Secured Party from enforcing such rights.
16. **Effect of Appointment of Receiver.** As soon as Secured Party takes possession of any Collateral or appoints a Receiver, all powers, functions, rights and privileges of the directors and officers of Debtor with respect to that Collateral shall cease, unless specifically continued by the written consent of Secured Party or the Receiver.
17. **Limitation of Liability.** Secured Party shall not be liable by reason of any entry into or taking possession of any of the Collateral hereby charged or intended so to be or any part thereof, to account as mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or any act or omission for which a secured party in possession might be liable.
18. **Release by Debtor.** Debtor hereby releases and discharges Secured Party and the Receiver from every claim of every nature which may arise or be caused to Debtor or any person claiming through or under Debtor by reason or as a result of anything done by Secured Party or any successor or assign claiming through or under Secured Party or the Receiver under the provisions of this Security Agreement unless such claim be the result of dishonesty or gross neglect.
19. **Costs.** Debtor will reimburse Secured Party on demand for all interest, commissions, costs of realization and other costs and expenses (including the full amount of all legal fees and expenses paid by Secured Party) incurred by Secured Party or any Receiver in connection with the perpetual registration of any financing statement registered in connection with the security interests hereby created, the preparation, execution, perfection, protection, enforcement of and advice with respect to this Security Agreement, the realization, disposition of, retention, protection, insuring or collection of any Collateral, the protection or enforcement of the rights,

remedies and powers of Secured Party or any Receiver, any costs incurred in complying with control orders and clean-up orders or liabilities to third parties arising out of Debtor's activities or while enforcing Secured Party's security, and the inspection of, and investigation of title to, the Collateral. All amounts for which Debtor is required hereunder to reimburse Secured Party or any Receiver shall, from the date of disbursement until the date Secured Party or the Receiver receives reimbursement, bear interest at the highest rate per annum charged by Secured Party on any of the Obligations.

20. **Security in Addition and not in Substitution, Remedies Cumulative.** The rights, remedies and powers conferred by this Security Agreement are in addition to, and not in substitution for, any other rights, remedies or powers Secured Party may have under this Security Agreement, at law, in equity or by or under the PPSA or any other statute.
21. **Statutory Waivers.** To the fullest extent permitted by law , Debtor waives all of the rights, benefits and protection given by the provisions of any existing or future statute which imposes limitations upon the rights, remedies or powers of a Secured Party or upon the methods of realization of security, including any seize or sue or anti-deficiency statute or any similar provisions of any other statute.
22. **Further Assurances.** Debtor shall at all times, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, transfers, assignments, security agreements and assurances as Secured Party may reasonably require in order to give effect to the provisions hereof and for the better granting, transferring, assigning, charging, setting over, assuring, confirming or perfecting the security interests hereby created and the priority accorded to them by law or under this Security Agreement.
23. **Acknowledgement and Waiver.** Debtor hereby acknowledges receiving a copy of this Security Agreement. Debtor waives all rights to receive from Secured Party a copy of any financing statement, financing change statement or verification statement filed at any time in respect of this Security Agreement.
24. **Entire Agreement.** This Security Agreement and the agreements referred to herein constitute the entire agreement between Debtor and Secured Party and supersede any prior agreements, undertakings, declarations, representations and understandings, both written and verbal, in respect of the subject matter hereof. Any amendment of this Security Agreement shall not be binding unless in writing and signed by Secured Party and Debtor.
25. **Severability.** Any provision of this Security Agreement prohibited by law or otherwise ineffective shall be ineffective only to the extent of such prohibition or ineffectiveness and shall be severable without invalidating or otherwise affecting the remaining provisions hereof.
26. **Joint and Several Liability.** If more than one person executes this Security Agreement, their obligations hereunder shall be joint and several.
27. **Included Words.** Wherever the singular or the masculine are used herein, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
28. **Time is of the Essence.** Time shall in all aspects be of the essence in this Security Agreement and no exception or variation of this Security Agreement or any Obligation hereunder shall operate as a waiver of this provision.

29. **Governing Law and Attornment.** This Security Agreement shall be construed and enforceable under and in accordance with the laws of British Columbia. Debtor hereby irrevocably submits and attorns to the jurisdiction of the British Columbia Supreme Court sitting at Vancouver, British Columbia.
30. **Enurement.** This Security Agreement shall be binding on Debtor, and its successors, heirs, administrators and executors and enure to the benefit of Secured Party and the successors and assigns of Secured Party.
31. **Conflict with Line of Credit and Security Agreement.** To the extent of any conflict or inconsistency between the terms of this Agreement and the terms of the Line of Credit Agreement, the terms of the Line of Credit Agreement shall govern to the extent necessary to remove the conflict or inconsistency

IN WITNESS WHEREOF, the Debtor has executed this Agreement effective as of the date first above written.

LUXXFOLIO NETWORK INC., as Debtor

PER:

“signed”

Authorized Signatory

Name: Dean Linden

Title: Director